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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ARMY
AND
THE DEPARTMENT OF NATIONAL DEFENCE
OF CANADA
REGARDING
THE ASSIGNMENT OF A CANADIAN FORCES OFFICER
AS A VISITING FACULTY INSTRUCTOR
AT THE
UNITED STATES ARMY WAR COLLEGE

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INTRODUCTION

In furtherance of mutual military cooperation, the United States Army and the Department of National Defence of Canada (each referred to herein individually as a "Party" and together as the "Parties") hereby enter into to this Memorandum of Understanding (MOU) regarding the assignment of a Canadian Forces Officer as a Visiting Faculty Instructor at the U.S. Army War College, Carlisle, Pennsylvania.

SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this MOU, the following terms will have the following meanings when used herein:

"Visiting Faculty Instructor" means, for purposes of this MOU, a military officer of a foreign-armed service providing non-reimbursable services to the U.S. Army War College under the provisions of 10 U.S.C. Section 2608.

SECTION II PURPOSE

The purpose of this MOU is to establish provisions for the assignment of a Canadian Forces Officer as a Visiting Faculty Instructor at the U.S. Army War College to perform the duties discussed in SECTION IV.

SECTION III SCOPE

3.1 The North Atlantic Treaty, dated 4 April 1949, the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, dated 19 June 1951 (NATO SOFA), and the Exchange of Notes Concerning Defense Cooperation Arrangements concluded between the Governments of the United States and Canada, dated August 19, 1994, will apply to Canadian Forces Officer assigned as a Visiting Instructor at the U.S. Army War College, Carlisle, Pennsylvania.

3.2 During the term of this MOU, subject to Certification by the Parties, a Canadian Forces Officer will be assigned to serve as a Visiting Faculty Instructor at the U.S. Army War College, in accordance with the provisions of this MOU.

3.3 The establishment of a Visiting Faculty Instructor position under this MOU will be based upon the demonstrated need for the officer by the U.S. Army War College and the mutual benefit of this position to the Parties. This Visiting Faculty Instructor position is initially established as a one-time-only position, but will be subject to periodic review by either Party to evaluate its mutual benefit to the Parties, to include the assignment of subsequent Canadian Forces Officers at the U.S. Army War College. The parties

concur that a Visiting Faculty Instructor position no longer required by or of mutual benefit to either Party will be subject to elimination.

3.4 Unless otherwise concurred with, the tour of duty for the Visiting Faculty Instructor will be one (1) year, June 2003 to June 2004. Commencement of such an assignment will be subject to any requirement that may be imposed by the other Party regarding formal certification or approval of the assignment.

SECTION IV AUTHORIZED ACTIVITIES

4.1 The Visiting Faculty Instructor will perform directed faculty duties at the U.S. Army War College. The Visiting Faculty Instructor will be supervised by the Chairman, Department of Military Strategy, Planning, and Operations in day-to-day faculty duties. Primary duties will involve teaching core courses for the resident senior service college curriculum, performing as Project Advisor for Strategy Research Projects, team-teaching elective courses, and other faculty duties as assigned. The Visiting Faculty Instructor will also provide advice to the U.S. Army War College leadership concerning its mission of developing and presenting academic programs tailored for joint, inter-agency, and especially multi-national operations.

4.2 The Visiting Faculty Instructor will be required to comply with all applicable United States policies, procedures, laws and regulations. The U.S. Army War College will assign the Chairman, Department of Military Strategy, Planning, and Operations to provide guidance to the Visiting Faculty Instructor concerning these requirements and the policies of the U.S. Army War College and to arrange for activities and access to facilities and information consistent with such requirements and the purposes of this MOU.

4.3 The Visiting Faculty Instructor may request access to other U.S. Army War College facilities if such access promotes the purposes of this MOU, is consistent with the terms of any applicable formal certification or approval, and is permitted under the applicable international agreements between the Parties and the laws and regulations of the United States. Such requests will be submitted to the Department Chairman described in Section 4.1. Approval of such requests will be at the discretion of the appropriate official of the War College facility to be visited. Any request for access that exceeds the area of responsibility of the U.S. Army War College will be submitted through appropriate official channels.

4.4 The Visiting Faculty Instructor will be granted access to classified or controlled unclassified information necessary for the performance of faculty instructor duties, to the extent such access is in accordance with the General Security of Military Information Agreement (GSOMIA) between the governments of the United States of America and Canada, dated January 30, 1962, and is approved based on the instructor's security clearance and other security release policies and procedures.

4.5 The Visiting Faculty Instructor will not be assigned to locations where hostilities are likely. Should hostilities occur at a location where the Visiting Faculty Instructor is assigned, the U.S. Army War College will promptly remove the Visiting Faculty Instructor to a location where direct or indirect involvement in such hostilities is unlikely.

4.6 The Visiting Faculty Instructor will not participate in civil-military actions unless expressly authorized to do so by both the U.S. Army War College and the Canadian Department of National Defence. The Visiting Faculty Instructor may not act as an official U.S. Army or U.S. Government representative.

4.7 The Visiting Faculty Instructor will be required to comply with the dress regulations of the Canadian Forces and will wear such identification as may be necessary to identify his nationality, rank and status as a Visiting Faculty Instructor. The order of dress for any occasion will be that which most closely conforms to the order of dress for the U.S. Army War College. The Visiting Faculty Instructor will be required to comply with the customs of the U.S. Army War College with respect to the wear of civilian clothing.

4.8 Prior to the commencement of the Visiting Faculty Instructor's tour, the Canadian Department of National Defence will notify the U.S. Army War College of the specific Canadian Forces organization that will exercise operational control over the Visiting Faculty Instructor and, if different, the organization that will provide administrative support to the Visiting Faculty Instructor and any accompanying dependents.

4.9 At the end of the Visiting Faculty Instructor's tour, or as otherwise consented to by the Parties, the U.S. Army War College will provide a letter of evaluation for the Canadian Forces that may be used to document his performance of duty in his official records or to be included in his official records as desired by his service.

SECTION V QUALIFICATIONS AND STATUS

The designation of a member of the Canadian Forces as a Visiting Faculty Instructor will not bestow diplomatic or other special privileges on that individual except as granted by the terms and conditions of the NATO SOFA.

SECTION VI FINANCIAL ARRANGEMENTS

6.1 Except as expressly provided herein, the Canadian Department of National Defence will bear all costs and expenses of the Visiting Faculty Instructor, including, but not limited to:

6.1.1 All pay and allowances of the Visiting Faculty Instructor;

6.1.2 All travel by the Visiting Faculty Instructor and accompanying dependents, including, but not limited to, travel to and from the location of the U.S. Army War College;

6.1.3 All subsistence costs and expenses of the Visiting Faculty Instructor and accompanying dependents within the United States, except for travel and subsistence costs that are the responsibility of the U.S. Army War College pursuant to Section 6.2;

6.1.4 Compensation for loss of, or damage to, the personal property of the Visiting Faculty Instructor, or the personal property of accompanying dependents;

6.1.5 The movement of the household effects of the Visiting Faculty Instructor and accompanying dependents;

6.1.6 Preparation and shipment of remains; funeral expenses associated with the death of the Visiting Faculty Instructor or accompanying dependents;

6.1.7 Formal and informal training of the Visiting Faculty Instructor, other than briefings on Host Country requirements directed by the U.S. Army War College; and

6.1.8 All expenses in connection with the return of a Visiting Faculty Instructor whose assignment has been terminated, along with accompanying dependents.

6.2 The U.S. Army War College will provide such office facilities and equipment as may be necessary for the Visiting Faculty Instructor to fulfill the purposes of this MOU. If the Visiting Faculty Instructor has to travel in a temporary duty status in support of College activities, his travel and per diem will be paid for by the War College. The U.S. Army War College will not provide any supplies or services that, pursuant to Section 6.1, are the responsibility of the Canadian Department of National Defence.

6.3 The responsibilities of each Party under this MOU will be subject to the authorization and availability of funds for such purposes.

SECTION VII SECURITY

7.1 The Canadian Department of National Defence will ensure that the assigned Visiting Faculty Instructor is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets) disclosed to the Visiting Faculty Instructor. This obligation will apply both during and after termination of an assignment as a Visiting Faculty Instructor. All proprietary information to which the Visiting Faculty Instructor is granted access while serving at the U.S. Army War College will be treated as information provided to the Canadian Government, in confidence, and will not be further released or disclosed by the Visiting Faculty Instructor to any person, firm, organization, or government without the prior written authorization of the United States

Government. Disclosure of such information to the Visiting Faculty Instructor will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in section 4.1.

7.2 The Canadian Department of National Defence will ensure that the Visiting Faculty Instructor complies with the security laws, regulations and procedures of the United States Government. Any violation of security procedures by a Visiting Faculty Instructor during his assignment will be reported to the Canadian Department of National Defence for appropriate action. Upon request by the U.S. Army War College, the Canadian Department of National Defence will remove the Visiting Faculty Instructor who violates security laws, regulations, or procedures during his assignment, or fails to display a commitment to comply with such laws, rules, or procedures, with a view toward adverse action.

7.3 The faculty duties of the Visiting Faculty Instructor will require periodic access to classified reports and information up to and including SECRET. The U.S. Army War College will ensure that the Visiting Faculty Instructor's access and use of classified material is in accordance with the General Security of Military Information Agreement (GSOMIA) between the governments of the United States of America and Canada, dated January 30, 1962, and consistent with the Visiting Faculty Instructor's security clearance.

7.4 The Visiting Faculty Instructor is authorized access to stand/alone computer NIPRNET. (The ISSO/ISSM must provide certification in writing that access is limited to information authorized by the proponent. If authorized, the e-mail address must include the Visiting Faculty Instructor's name and country.) The Visiting Faculty Instructor is not authorized access to SIPRNET or any other classified systems.

SECTION VIII TECHNICAL AND ADMINISTRATIVE MATTERS

8.1 Consistent with the laws and regulations of the United States Government and this MOU, the Visiting Faculty Instructor will be subject to the same restrictions, conditions, and privileges as U.S. Army War College personnel of comparable rank and in comparable assignments. Nothing herein will limit any exemption from taxes, customs or import duties or similar charges available to the Visiting Faculty Instructor or accompanying dependents under applicable United States laws and regulations or applicable international agreement between the Parties.

8.2 The Parties will accept working hours for the Visiting Faculty Instructor that are consistent with the customs and requirements of both Parties. The Visiting Faculty Instructor will observe the holiday schedule of the U.S. Army War College. The Visiting Faculty Instructor's entitlement to passes, leave and vacation will be determined by the Canadian Department of National Defence, subject to the approval of the Chairman, Department of Military Strategy, Planning, and Operations, U.S. Army War College.

8.3 The U.S. Army War College will assist the Visiting Faculty Instructor and accompanying dependents in receiving medical and dental care at DOD military medical facilities to the extent permitted by the laws and regulations of the United States Government. Access to medical facilities by the Visiting Faculty Instructor and accompanying dependents will be governed by the Memorandum of Understanding between the Department of Defense of the United States of America and the Department of National Defence of Canada concerning a Reciprocal Arrangement for the Provision of Medical and Dental Services (Health Care MOU), dated 3 May 1993 and extended 3 May 1999.

8.4 The U.S. Army War College will assist the Visiting Faculty Instructor and accompanying dependents in obtaining the same purchasing and patronage privileges at military commissaries, exchanges, theaters and similar morale and welfare activities as are extended to equivalent personnel of the Armed Forces of the United States of America. This provision will not, however, limit privileges set forth elsewhere in this MOU or other privileges granted by the U.S. Army War College, at its discretion, with the consent of the Canadian Department of National Defence, nor require the U.S. Army War College to extend privileges that, under applicable international agreement or United States law or regulations, are not available to the Visiting Faculty Instructor or accompanying dependents.

8.5 Unless otherwise arranged by the Parties, the Visiting Faculty Instructor will reside within commuting distance from the U.S. Army War College.

8.6 The Canadian Department of Defence will ensure that the Visiting Faculty Instructor and his dependents have all documentation required by the applicable international agreement and the United States Government for entry into, and exit from, the territory of the United States at the time of such entry or exit.

8.7 The Visiting Faculty Instructor and accompanying dependents will not bring firearms of any kind into the territory of the United States unless authorized to do so by the United States Government.

SECTION IX CLAIMS

9.1 Claims arising under or related to this MOU will be governed by the applicable international agreement between the Parties. Claims, other than contractual claims, for damage, loss, injury or death arising out of an act or omission by a military member or civilian employee of the other Party's Department or Ministry of Defence, or out of an act or omission for which the other Party is legally responsible, will be presented to the other Party for consideration under its applicable laws and regulations.

9.2 The Canadian Department of National Defence will ensure that the Visiting Faculty Instructor and any applicable accompanying dependents, obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the

United States Government or State in which the Visiting Faculty Instructor is located. In the case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

SECTION X DISCIPLINE AND REMOVAL

10.1 Visiting Faculty Instructors will comply with the United States laws, regulations, orders, instructions, and customs, insofar as they are appropriate and applicable, under the circumstances, and consistent with the laws and regulations of Canada.

10.2 Except as provided in Section 10.3, neither DOD nor any of its components may take disciplinary action against a Visiting Faculty Instructor who commits an offense under the Uniform Code of Military Justice or who violates DOD rules and regulations, nor will DOD or any of its components exercise disciplinary powers over the Visiting Faculty Instructor's dependents. The Canadian Department of National Defence will take such administrative or disciplinary action against the Visiting Faculty Instructor, as may be appropriate under the circumstances, to ensure compliance with this MOU. The Parties will cooperate in the investigation of any offenses under the laws or regulations of either Party.

10.3 Criminal jurisdiction of the VFI and his dependents will be administered in accordance with Article VII of NATO SOFA.

10.4 The certification or approval of a Visiting Faculty Instructor may be withdrawn, modified or curtailed at any time by the U.S. Army War College for any reason, including, but not limited to, the violation of the regulations of the Department of Defense and the U.S. Army War College or laws of the United States Government. In addition, at the request of the U.S. Army War College, the Government of Canada will remove the Visiting Faculty Instructor or a dependent of the Visiting Faculty Instructor from the territory of the United States. The U.S. Army War College will provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the reasons will not be grounds to delay the removal of the Visiting Faculty Instructor. If so requested by the U.S. Army War College, the Canadian Department of National Defence may replace the Visiting Faculty Instructor removed under this Section, provided the replacement meets the requirements of this MOU.

10.5 The Visiting Faculty Instructor will not exercise supervisory or disciplinary authority over military or civilian personnel of the U.S. Army War College. If the Visiting Faculty Instructor is subjected to disrespectful or discourteous conduct, he may report it to the Commandant, U.S. Army War College and the Canadian Defence Attaché.

SECTION XI SETTLEMENT OF DISPUTES

Disputes arising under or relating to this MOU will be resolved only through consultations between the Parties and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

SECTION XII ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION

12.1 All activities of the Parties under this MOU will be carried out in accordance with the applicable national laws and regulations of the Parties.

12.2 The Canadian Department of National Defence will be responsible for ensuring that the Visiting Faculty Instructor complies with all responsibilities and restrictions applicable to the Visiting Faculty Instructor under this MOU.

12.3 Except as otherwise provided, this MOU may be amended by the mutual written consent of the Parties.

12.4 This MOU may be terminated at any time by written consent of both Parties. In the event both Parties consent to terminate this MOU, the Parties will consult prior to the date of termination to ensure that termination is effected on economical and equitable terms.

12.5 Either Party may unilaterally terminate this MOU upon 180 days' written notification to the other Party. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action to effect termination on economical and equitable terms. In the event of such termination, the following rules apply:

12.5.1 The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.

12.5.2 Each Party will pay the costs it incurs as a result of termination.

12.5.3 All information received under the provisions of this MOU, prior to its termination, will be retained by the Parties, subject to the provisions of this MOU.

12.6 The respective rights and responsibilities of the Parties under SECTION VII (Security) and SECTION IX (Claims) will continue, notwithstanding the termination or expiration of this MOU.

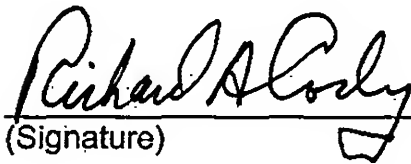
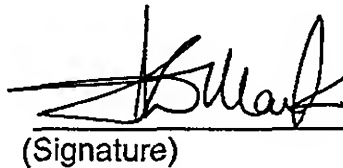
12.7 This MOU will enter into effect upon signature by both Parties. This MOU will remain in effect until the period of assignment for the initial Visiting Faculty Instructor is

completed and the Instructor and accompanying dependents have successfully returned to Canada for further reassignment. This MOU may be extended by mutual consent of both Parties. The extension of this MOU and the continuation of the assignment of a Visiting Faculty Instructor, will be contingent upon the negotiation and conclusion of a formal international agreement between the Government of the United States of America and the Government of Canada concerning the Assignment and Exchanges of Units and Personnel to their respective National Defense Organizations.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU.

On behalf of the United States Army:

On behalf of the Canadian Department of
National Defence:


(Signature)
(Signature)

Richard A. Cody
Lieutenant General
Deputy Chief of Staff, G3
For the Department of the Army of
The United States of America

Ian D. Mack
Rear Admiral
Commander
Canadian Defence Liaison Staff
(Washington)
For the Canadian Forces

20 June 2003

11 June 2003

(Date)

(Date)

APPENDIX A
CERTIFICATION OF VISITING FACULTY INSTRUCTOR

SECTION I
VISITING FACULTY INSTRUCTOR
LEGAL STATUS OF CERTIFICATION

As a representative of the Canadian Forces under the auspices of an Extended Visit Authorization to the U.S. Army War College at Carlisle, Pennsylvania, I am subject to the jurisdiction of U.S. federal, state, and local laws, except as provided by an applicable international agreement or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Visiting Faculty Instructor position does not bestow diplomatic or other special privileges.

SECTION II
VISITING FACULTY INSTRUCTOR
CONDITIONS OF CERTIFICATION

- (1) **Responsibilities:** I understand that my activities will be limited to performing directed faculty duties supervised by the College leadership. I will also provide advice to the College concerning its mission of developing, and presenting academic programs that stimulate both civilian and military thinking about defense policy and multi-national operations and provide an understanding of defense decision making and resource management in a democratic society.
- (2) **Costs:** I understand that costs associated with my duties as a Visiting Faculty Instructor will be the responsibility of my government (this includes, but is not limited to quarters, rations, medical and dental services and travel on behalf of the Canadian Armed Forces) and that all my services are provided to the U.S. Army War College on a non-reimbursable basis.
- (3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new Visit Request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
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- (4) **Contact Officer:** I understand that when the certification process is completed, the Chairman, Department of Military Strategy, Planning, and Operations will be assigned to sponsor me during my assignment to the U.S. Army War College. I further understand that I will coordinate, through my Department Chairman all requests for information, visits, and other business which fall under the terms of my assignment. I also understand that requests for information that exceed the terms of my assignment will be made through the Department of National Defence, Canada.

(5) **Other Visits:** I understand that visits to facilities for a purpose that does not directly relate to the terms of my assignment will be made through the Department of National Defence.

(6) **Uniform:** I understand that I will wear my national uniform, in compliance with the Canadian Forces uniform regulations, when conducting business at the U.S. Army War College or other U.S. Department of Defense (DoD) facilities, or appropriate civilian clothing in accordance with U.S. Army War College dress code, unless otherwise directed.

(7) **Security:**

a. While assigned to the U.S. Army War College, I will comply with all U.S. Department of Defense, Army, and local installation administrative rules and security regulations. I understand that my office space, which is located within the U.S. Army War College is subject to inspections by local installation safety and security officials.

b. I understand that access to U.S. Government information will be limited to that information determined by the U.S. Army War College to be necessary to fulfill my functions as a Visiting Faculty Instructor, in accordance with the General Security of Military Information Agreement (GSOMIA), dated January 30, 1962, my security clearance and a determination by proper security officials. I may assume custody of U.S. unclassified documentary information released to my government only when authorized, in writing, by my government.

c. I am not permitted to reproduce U.S. classified documents or store them in my office.

d. All information to which I may have access during the period of my assignment will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the U.S. Government.

e. I will immediately report to both the Dean and Chief of the Security Division at the U.S. Army War College should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree ~~that I will report to the Chief of the Security Division, incidents of my being offered or~~ provided information that I am not authorized to receive.

f. I will display a security badge on my outer clothing so that it is clearly visible. This badge will be supplied by Security Division of U.S. Army War College and will identify me as a foreign national.

(8) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my assignment. Failure to comply may result in termination of my assignment. I further understand that the termination of my assignment does not

preclude further disciplinary action being initiated against me in accordance with an applicable international agreement or any other government-to-government agreements.

**SECTION III
VISITING FACULTY INSTRUCTOR
TERMS OF CERTIFICATION**

- (1) **Contact Officer:** COL David M. Brooks, Chairman, Department of Military Strategy, Planning, and Operations, U.S. Army War College, has been assigned as my Contact Officer.
- (2) **Certification:** I am certified to the U.S. Army War College to perform directed faculty duties supervised by the College leadership.
- (3) **Travel:** I may be required to travel in a temporary duty status in support of College activities. My travel and per diem will be paid for by the College in these circumstances and will be approved by the Chairman, Department of Military Strategy, Planning, and Operations.

**SECTION IV
VISITING FACULTY INSTRUCTOR
CERTIFICATION OF IN-BRIEFING**

I, _____, understand and acknowledge that I have been certified as a Visiting Faculty Instructor at the U.S. Army War College, as agreed upon between the Canadian Department of National Defence and the U.S. Army. I further acknowledge that I fully understand and have been briefed on: (1) my legal status during my assignment; (2) the conditions of my assignment; and (3) the terms of my assignment. I further agree that I will comply with the conditions and responsibilities of my assignment:

(Name and Grade)

(Date)

(Name)
Chairman
Department of Military Strategy, Planning, and Operations

(Location)